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AGREEMENT

between

Mendham, Borough of
BOROUGH OF MENDHAM
(Morris) County, New Jersey

and

MENDHAM BOROUGH BRANCH OF PBA LOCAL #139
MENDHAM BOROUGH BRANCH OF FOP LODGE #18

X JANUARY 1, 1988 through DECEMBER 31, 1989

X January 1, 1988 - December 31, 1989

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PREAMBLE

This agreement entered into this _____ day of _____, _____, by and between the Borough of Mendham, in the County of Morris, a Municipal Corporation of the State of New Jersey, hereinafter called the "Borough", and Mendham Borough Branch of PBA Local #139 and Mendham Borough Branch of FOP Lodge #18, hereinafter called Local #139 and Lodge #18 represents the complete and final understanding on all bargainable issues between the Borough and Local #139 and Lodge #18.

SECTION 1. Term

The term of this Agreement shall be for a period of two (2) years commencing January 1, 1988 and shall remain in effect to and including December 31, 1989.

SECTION 2. Applicability

The provisions of this Agreement shall apply exclusively to:

- a. Patrolmen and Sergeants in the negotiations unit.
- b. Any other person who, during the term of this agreement but subsequent to the date thereof becomes a full-time patrolman or sergeant in the police department of the Borough.
- c. Reference to males shall include female police officers and sergeants.

SECTION 3. Salaries

The salaries to be paid to the Employees by the Borough shall be determined as follows:

	SALARIES	
	1988	1989
PROBATIONARY	22,094	23,420
I	23,420	24,825
II	27,323	28,962
III	29,296	31,054
IV	30,930	32,786
V	32,273	34,209
Sgt.	33,789	35,816
Sgt.+3 years	36,366	38,548

INDIVIDUAL ANNUAL SALARY 1988

Ablassmeir	36,366
Aussicker	36,366
Brunisholz	36,366
Cameron	32,273
Fondaco	32,273
Gaffney	32,273
Lucke	32,273
Morales	25,163
Santucci	32,273
Wolfson	32,273

SALARIES
1989

Ablassmeir	38,548
Auasicker	38,548
Brunisholz	38,548
Cameron	34,209
Fondaco	34,209
Gaffney	34,209
Lucke	34,209
Morales	29,883
Santucci	34,209
Wolfson	34,209

SECTION 4. Sick Leave

a. Each employee shall be entitled to compensable sick leave as actually needed, up to ninety (90) days per calendar year. There shall be no accumulation of unused sick leave, or compensatory time off.

b. In the event an employee is injured during the course of his employment, and in the conduct of his responsibilities as a Police Officer, said employee shall receive, after the expiration of benefits under paragraph 4(a) the equivalent of full pay which equivalent shall be made up of the following:

- (1) Workers compensation payments.
- (2) Disability payments from Police and Firemen's Retirement Fund.

- (3) Any other governmental disability payments.
 - (4) Payments from Borough sponsored disability insurance to which employee is entitled or would have been entitled had he subscribed.
 - (5) Borough payment equal to full pay at last salary on date of disability minus the of (1-4) above.
- An employee shall promptly advise the Borough, in writing, of receipt of any payments under 1-4 above. In the event the employee received payments from the above sources in excess of his salary, he shall promptly refund any excess to the Borough.
- c. If any Employee is absent for three (3) or more consecutive working days the Borough may require as a prerequisite to the qualification of the employee for sick leave pursuant to Section 4(a), that the employee submit a physician's certificate certifying that the employee's absence is due to illness. In the event an employee applies for the benefits of Section 4(b), the Borough may require, as a prerequisite to the qualification of the employee for benefits thereunder, that the employee submit to examination by a physician selected by the Borough. Any such examination shall be at the Borough's expense.
- d. The Chief of the Police Department (hereinafter referred to as the "Chief") or in his absence the superior officer in charge, shall at his discretion, have the power to grant personal, temporary leave to an employee; provided that such leave shall be limited to conducting personal business of importance or to rectifying an emergency situation. Under the

provisions of this paragraph, an employee shall not be required to make up lost time, nor shall time lost be deducted from an employee's overtime.

SECTION 5. Hospitalization and Disability Insurance

a. The Borough shall provide, at no cost to the employees, Blue Cross and Blue Shield coverage, Plan 14/20, with Rider J, or a mutually agreed upon replacement plan. Present coverage would continue to be in effect until such time the new plan would be enacted. Said coverage shall include the employee and his immediate family dependents. Immediate family dependents shall mean wife and children under 19 years of age only.

b. The Borough shall pay for each employee 100% of the total cost of Major Medical coverage, which will include coverage for his spouse, and children under age 19.

c. The Borough shall provide, for each employee only, Disability Income insurance coverage according to a plan selected by the Borough. The Borough shall pay 75% of the total premium for this coverage, and the employee shall contribute the remainder of the premium in each year.

SECTION 6. Funeral Attendance Leave

a. Each employee shall be entitled to: three (3) days off with pay on the days immediately following death of a spouse, child, mother, father, sister or brother; two (2) days off with

pay on days immediately following death of an aunt or uncle; and one (1) day off with pay on the day set aside for funeral of a cousin. This leave must be taken within ten (10) days of the date of death and request therefor made to the Chief of Police.

b. In addition to (a) above, and upon written application setting forth pertinent factual data, additional funeral leave may be allowed by the Chairman of the Public Safety Committee of the Borough or in the event of his absence, by a member of said Committee.

SECTION 7. Pay Period

a. Each pay period shall cover a two-week period of time. Pay shall accordingly be delivered every two weeks on the Friday ending a particular two-week pay period.

b. Should the date set for delivery of pay fall on a holiday, pay shall be delivered in accordance with Borough procedure for all Borough employees.

c. To the extent reasonable and feasible, deductions shall be uniformly taken out over the year.

SECTION 8. Vacation

a. The employees shall be entitled to vacation based upon the following:

1. Seven days vacation during the first year of employment.
2. Fourteen days vacation during the second year of employment, and every year thereafter up to and

including the sixth year of employment.

3. Seventeen days vacation during the seventh year of employment, and every year thereafter up to and including the thirteenth year of employment.
4. Twenty-Four days vacation during the fourteenth year of employment, and every year thereafter during the term of employment.
 - b. Employees shall receive pay for vacation on the basis of regular salary for the period involved.
 - c. Vacation benefits shall not accrue or be accumulated beyond the year of entitlement and shall lapse if not taken during the year of entitlement, or if some other agreement relative thereto is not reached with, and approved by, the Public Safety Committee of the Borough.
 - d. An employee who resigns from the Police Department shall be entitled to vacation pay in accordance with the vacation scheduled set forth in subsection (a), above, providing the employee gives the Borough two (2) weeks notice of his resignation. Vacation entitlement shall be pro rated, in the event a resignation is submitted prior to June 30 of the year of entitlement. In the event that full vacation is taken prior to June 30, the employee's final pay shall be reduced proportionately for vacation days taken beyond vacation entitlement as pro rated.
 - e. No employee shall be entitled to vacation benefits if he is dismissed from the police force after proper hearing.

SECTION 9. Uniform Allowance

- a. A uniform allowance of \$415.00 per man per year for the patrol and detective divisions shall be allowed during the life of the contract.
- b. Use and payment of such allowance shall be for uniform items only, as specified by the Chief of Police.

SECTION 10. Other Working Conditions

- a. The regular work period shall be 28 days, during which each employee shall work 160 hours in consideration for the base pay hereinabove set forth in Section 3. During any one shift, sufficient time shall be allowed to eat one meal.
- b. Overtime
 1. Each employee shall be remunerated for overtime work at the rate of one and one-half times his base pay based on 2080 hours. This rate shall apply to any hours worked in excess of a shift, or any hours an employee is called upon and required to work by the Chief when he is not regularly scheduled to do so.
 2. All overtime shall be approved in advance by the Chief where feasible. Payment for overtime shall be made on the pay day next following the overtime where feasible. Payment shall be made only upon submission of a voucher indicating the specific days of overtime and the number of overtime hours for each day duly certified by the employee and by the Chief.
- c. Call-Out Time
 1. Employees who are called out from home during the hours of 12 am and 6 am will receive a minimum of 3 hours of overtime compensation excluding those hours considered to be a part of normal shift. This provision will be applicable in situations such as the conduction of breathalyzer tests, special investigations, but will not be applicable if a majority (five or more) of the force covered under the terms of this agreement is called out for a major catastrophe.

d. Court Duty

Off duty employees who are scheduled for Court duty will receive a minimum of 3 hours of overtime compensation.

e. Holidays

1. Each employee shall be entitled to the benefit of twelve (12) holidays as follows:

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Election Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving
Independence Day	Christmas

2. Such holiday benefit shall for each celebrated holiday, take the following form:

a. Each employee will normally work a shift on his scheduled holidays.

b. Payment for twelve (12) holidays will be at the rate of time and one-half and will be made at the last pay period of November, by separate check.

SECTION 11. Reimbursement for Expenses

a. Each employee shall be reimbursed or afforded expense funds for the hereinafter designated items only and upon the terms and conditions hereof:

1. Meal costs while the employee is attending State Police Academy, FBI Training Programs or other State Police Training programs provided all programs are approved in advance by the Chief of Police and the Chairman of the Public Safety Committee. All vouchers for reimbursement will be accompanied by duly receipted checks from place of meal purchase and vouchers shall be certified as to accuracy by the submitting employee.

2. Use of employee's automobile in connection with any official business (including attendance at State Police Academy, Sea Girt, New Jersey) shall be compensated consistent with IRS rules, currently 22 1/2 cents per mile upon submission of certified voucher. Mileage reimbursed will be the actual mileage minus normal commutation mileage.

3. Job related expenses actually incurred by an employee while working inside or outside the corporate limits of the Borough on an investigation authorized by the Chief shall be reimbursed, provided that such expenses are itemized as to date, amount, place of expenditure and receipts confirming the expenditures are attached to the voucher submitted. Each submitting employee shall certify as to accuracy of voucher and to the actual expenditure of amounts indicated.

b. All vouchers prepared in accordance with the provisions of this Section shall be submitted within time prescribed before Council meetings for payment of vouchers as required by the Finance Committee of the Borough.

SECTION 12. Educational Courses

a. The Borough shall pay to an employee an annual increment of \$15.50 for each college credit up to a maximum of 67 credits, provided that to be eligible and to qualify for such payment:

1. the educational course must either be one constituting credit acceptable toward an associate degree in

police science or one approved in advance by the Borough Council: (ii) the employee submits written evidence to the Borough Council that he has completed the course and received a grade of "C" or better; and (iii) the employee submits a voucher for payment.

b. In lieu of the benefits provided under subsection (a) above, the Borough shall pay the sum of \$1,400.00 as an annual salary increment to an employee who attains a baccalaureate degree in police science or another discipline approved in advance by the Borough Council.

SECTION 13. Extra Duty Assignments

a. Whenever a request is made through the Department for employees to perform services for private entities, such as guard or escort service outside normal Departmental duties, the employee may, during off-shift hours, perform such services for the private entity. Such services are to be performed strictly in accordance with Section 28-20 of the Code of the Borough of Mendham, regulating Extra Duty Assignments. The hourly sum to be paid to the employee pursuant to Subsection 28-29B of the Code of the Borough of Mendham is hereby fixed at \$20.00 during the term of this contract.

b. The scheduling officer shall first check with the employees to ascertain what employees are available for these services. If there are not enough of the employees available, the schedule officer will check with the special officers to

assign them at the same fee. A check with the employees, and thereafter with the special officers, will be made before neighboring departments are contacted to assist.

SECTION 14. Length of Service

For the purpose of computing vacation time under Section 8 of this Contract, or for any other purpose where length of service is a factor, the following continuous service dates are hereby specifically agreed upon:

	Date continuous service began
Sgt. Brunisholz	June, 1965
Sgt. Aussicker	June, 1966
Sgt. Ablassmeir	March, 1967
Ptl. Gaffney	September, 1978
Ptl. Cameron	December, 1980
Ptl. Lucke	September, 1978
Ptl. Fondaco	May, 1981
Ptl. Santucci	April, 1978
Ptl. Wolfson	January, 1983
Ptl. Morales	July, 1986

SECTION 15. Longevity

a. Commencing in 1988, employees covered by this agreement will be entitled to longevity pay in the amounts noted below.

b. Longevity pay will be based upon years of service as follows:

(1) 6 through 10 years of service	\$300.00
(2) 11 through 15 years of service	\$400.00
(3) 16 or more years of service	\$500.00

SECTION 16. Grievance Procedure

a. The purpose of this procedure is to secure, at the lowest possible level, and as informally as may be appropriate, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this agreement.

b. A grievance shall be defined as a dispute between an employee and the Borough or local #139 and/or lodge #18 on behalf of an employee or employees and the Borough arising from the interpretation, application, or alleged violation of the terms of this agreement.

c. The following procedure shall be followed in its entirety unless any step is waived by mutual consent in writing:

Step 1. Within fifteen (15) calendar days of the occurrence of grievance, an employee shall present the grievance in writing to the grievant's immediate supervisor. The supervisor shall respond to the grievance within ten (10) calendar days.

Step 2. If a grievance is not settled at Step 1, it shall be presented in writing by the employee or local #139 and/or lodge #18 representative(s) within ten (10) calendar days to the Chief of Police. The grievance shall contain the facts of the grievance, the applicable sections of the agreement which have allegedly been violated and the remedy requested. The Chief of Police or his designee shall have ten (10) calendar days in which to render a response.

Step 3. If the grievance is not settled at Step 2, it shall be presented in writing to the Borough Council within ten (10) calendar days of the answer at Step 2. The Council shall have thirty (30) calendar days to render a decision which shall be final.

SECTION 17. Management Rights

a. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but not without limiting the generality of the foregoing, the following rights:

(1) The executive management and administrative control of the Borough Government and its properties and facilities, and the activities of its employees;

(2) To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment and to promote and transfer employees;

(3). To suspend, demote, discharge or take other disciplinary action according to law.

b. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Borough, the adoption of

policies, rules, regulations and practices and furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by specific and express terms of this agreement and laws of New Jersey and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States and ordinances of the Borough of Mendham.

SECTION 18. Applicability

a. This Contract shall in no way supercede or replace the ordinance establishing the Police Department of the Borough and the rules and regulations adopted pursuant thereto.

b. In the event any inconsistency exists between said ordinance and Rules and Regulations and this Contract, the ordinance and Rules and Regulations shall prevail.

c. It is not intended by this provision to in any way change the salaries or compensation fixed by the provisions of this Contract but is designed to control procedural operation the Police Department.

SECTION 19. Separability and Savings

a. If any provision of this agreement or any application of this agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but

all other provisions shall not be affected thereby and shall continue in full force and effect.

b. If any such provision is declared invalid by operation of law, parties to this agreement will forthright entertain renegotiations on the invalid provisions.

SECTION 20. Future Negotiations

The parties hereto shall commence negotiations for the 1990 agreement on or before August 1, 1989.

IN WITNESS WHEREOF the parties hereto have caused these presents to be signed the day and year above written.

BOROUGH OF MENDHAM

By: Michael A. Ackerman
Michael A. Ackerman, Mayor

ATTEST:

Hannah J. Eaton
Hannah J. Eaton, Clerk

Mendham Borough Branch of PBA local #139
Mendham Borough Branch of FOP Lodge #18

Werner Ablassmeir
Werner Ablassmeir
David Aussicker
David Aussicker

Paul R. Brunisholtz
Paul R. Brunisholtz

Patricia Cameron
Patricia Cameron

Anthony Fondaco
Anthony Fondaco

Gary Gaffney
Gary Gaffney

Charles F. Lucke
Charles F. Lucke

Richard Morales
Richard Morales

John J. Santucci
John J. Santucci

David Wolfson
David Wolfson